



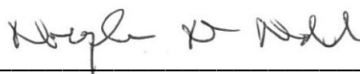
CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 7, 2018

  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:	§	
	§	Chapter 11
	§	
Senior Care Centers, LLC, <i>et al.</i> , <sup>1</sup>	§	Case No. 18-33967 (BJH)
	§	
Debtors.	§	(Jointly Administered)

**INTERIM ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) MODIFYING THE AUTOMATIC STAY, (IV) SETTING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of an interim order (this “**Interim Order**”) and findings of fact and conclusions of law (the “**Findings of Fact and Conclusions of Law**”) (i) authorizing the Debtors to use the Cash Collateral of CIBC Bank USA, as Administrative Agent for itself and for CIT Finance LLC, MB Financial Bank, N.A., Bankers Trust Company, Wells Fargo Bank, N.A., and Compass Bank (collectively, the “**Lenders**”), (ii) granting the Administrative Agent, for the benefit of the Lenders, adequate

<sup>1</sup> A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit 1.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

protection upon the terms set forth in this Interim Order and in any final orders, (iii) modifying the automatic stay, (iv) scheduling a final hearing on the Motion and approving the form and manner of notice thereof, and (v) granting such other and further relief as the Court deems just and appropriate; the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b); and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Debtors consented to entry of a final order under Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given, under the circumstances, and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor:

**IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted on an interim basis in accordance with the terms and conditions of this Interim Order.
2. Use of Cash Collateral. Subject to the terms and conditions set forth in this Interim Order, the Debtors are, through and including the earlier of (a) forty-five (45) days from the date of entry of this Interim Order, (b) the conclusion of the final hearing on the Debtors' use of Cash Collateral, or (c) termination of this Interim Order following issuance of a Termination Notice as set forth in Paragraph 11 below, authorized pursuant to Bankruptcy Code sections 105, 361, 362, and 363, and Bankruptcy Rules 2002, 4001, 6003, and 9014 to use Cash Collateral on

an interim basis. The Cash Collateral may only be used to fund the types and corresponding amounts of itemized expenditures contained in the budget attached hereto as Exhibit 2 (the “**Budget**”); provided, however, that the Debtors may use Cash Collateral in excess of the amount designated for a particular line-item so long as the percentage of deviation of each line item during any rolling 4-week period does not exceed ten percent (10%) (the “**Variance**”); and provided further that the Debtors may not amend or modify the terms and conditions of their use of the Cash Collateral, or amend, modify, roll-forward or replace the Budget itself, without the prior written consent of the Administrative Agent, which may be granted or withheld in the Administrative Agent's reasonable discretion.

3. Reporting. As additional protection for the Debtors’ use of Cash Collateral, the Debtors shall allow the Administrative Agent and its respective professionals and designees reasonable access, during normal business hours, to the premises of the Debtors in order to conduct appraisals, analyses, and/or audits of the Prepetition Collateral, and shall otherwise reasonably cooperate in providing any other financial information requested by the Administrative Agent for this purpose. From and after the entry of this Interim Order, the Debtors shall provide to the Administrative Agent on Wednesday of each week (commencing with the second week after the Petition Date), a weekly report (the “**Weekly Budget Report**”) certified by the Debtors’ chief financial officer and in the same form as the Budget indicating all receipts received and disbursements made by the Debtors in the week ending the prior Friday compared to the Budget and detailing any variances of more than 10% from the disbursements and receipts in the Budget. The Debtors, and their professionals and consultants, shall be available weekly (subject to reasonable scheduling conflicts) for a telephonic conference call with the Administrative Agent and/or its professionals to discuss the status of the Bankruptcy

Cases, the results of operations and other matters pertaining to the Debtors' facilities, including any sale or restructuring efforts. The Administrative Agent shall have independent access to the Debtors' financial advisors to discuss matters relating to the Debtors, including any contemplated sale or restructuring of the Debtors. The Debtors shall provide to the Administrative Agent such other reports and information as the Administrative Agent may reasonably request from time to time.

4. Adequate Protection; Replacement Liens. The Administrative Agent and the Lenders are entitled, pursuant to Bankruptcy Code sections 361 and 363(e), to adequate protection of their interests in the Prepetition Collateral, including, but not limited to, the Cash Collateral, for any diminution in value of their interests in the Prepetition Collateral, including, without limitation, any such diminution resulting from the Debtors' use of Cash Collateral and any other Prepetition Collateral and the imposition of the automatic stay pursuant to Bankruptcy Code section 362. As security for and solely to the extent of any diminution in the value of Prepetition Collateral from and after the Petition Date, calculated in accordance with Bankruptcy Code section 506(a) (a "**Diminution in Value**"), the Administrative Agent and the Lenders are hereby granted senior priority replacement liens upon all assets and property of the Debtors and their estates of any kind or nature whatsoever, now existing or hereafter acquired, including, without limitation, the Prepetition Collateral (the "**Replacement Liens**"), but excluding all claims and causes of action, and the products and proceeds thereof, arising under or permitted by Bankruptcy Code sections 502(d), 506(c), 544, 545, 547, 548, 549, and 550 and any other avoidance claims and causes of action arising under state or federal law; provided, however, that the Replacement Liens shall be subject and subordinate to (a) the Carve-Out (as defined below), and (b) the Prior Senior Liens. The Replacement Liens so granted are in addition to all security

interests, liens, and rights of setoff existing in favor of the Administrative Agent or the Lenders on the Petition Date, and are and shall be valid, perfected, enforceable, and effective as of the Petition Date without any further action of the Debtors or the Administrative Agent and without the necessity of the execution, filing or recording of any financing statements, security agreements, deeds of trust, or other documents, or of obtaining control agreements over bank accounts. Notwithstanding the foregoing, the Administrative Agent is hereby authorized, but not required, to file or record any financing statements, security agreements, deeds of trust, or other documents in any jurisdiction or take any other action in order to validate and perfect the Replacement Liens granted hereunder.

5. Adequate Protection; 507(b) Priority Claim. The Administrative Agent and the Lenders are hereby granted an administrative claim with a priority equivalent to a claim under Bankruptcy Code sections 364(c)(1), 503(b), and 507(b), on a dollar-for-dollar basis for and solely to the extent of any Diminution in Value, which administrative claim shall, among other things, have priority over all other costs and expenses of the kind specified in, or ordered pursuant to, Bankruptcy Code sections 105, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 1113, and 1114 (the “**Superpriority Administrative Claim**”), except for expenditures constituting the Carve-Out.

6. Bankruptcy Code Section 506(c) Waiver. Except as set forth in Paragraph 9 below, the entry of this Interim Order by the Court shall be a conclusive and binding determination on all parties (a) as to the scope, extent, perfection, validity and enforceability, in all respects, of the Administrative Agent’s and the Lenders’ security interests and liens in the Prepetition Collateral, including, without limitation, the Cash Collateral, and (b) that such liens and security interests shall not be subject to any claim under Bankruptcy Code section 552(b).

The entry of an order by the Court approving the Cash Collateral Motion on a final basis (the "**Final Order**") shall be a conclusive and binding determination on all parties that the Administrative Agent's and the Lenders' security interests in the Prepetition Collateral, including, without limitation, the Cash Collateral, are and shall not be subject to any claim under Bankruptcy Code section 506(c), which claims shall be deemed to be waived at that time.

7. Adequate Protection; Fees and Expenses. The Debtors are hereby authorized and directed to pay the reasonable and documented fees and expenses of the Administrative Agent's outside legal and financial advisors in accordance with the Budget on a regular monthly basis during these Chapter 11 Cases. The Administrative Agent shall provide copies of invoices to the Debtors, the U.S. Trustee and any Committee appointed in the cases, each of whom shall have ten (10) days to object to the fees and expenses sought under this paragraph. Notwithstanding the foregoing, the Administrative Agent and the Lenders reserve their right to assert claims for the payment of additional amounts provided for in the Credit Financing Documents, and to seek additional or further adequate protection from the Court.

8. Carve-Out. The Replacement Liens and Superpriority Administrative Claim granted hereunder shall be junior and subordinate to the following fees and expenses (the "**Carve-Out**"): (a) all budgeted accrued but unpaid fees and expenses (the "**Professional Fees and Expenses**") of the attorneys, accountants, or other professionals retained by the Debtors, health care ombudsman and any statutory committee of unsecured creditors appointed in these Chapter 11 Cases under Bankruptcy Code sections 327 or 1103(a) (the "**Committee**", and collectively, the "**Professionals**") incurred until the earlier of (1) forty-five (45) days from the date of entry of this Interim Order; (2) the entry of the Final Order, or (3) the delivery of a Termination Notice; (b) Professional Fees and Expenses in the maximum amount of \$150,000

incurred after delivery of a Termination Notice; and (c) the payment of fees pursuant to 28 U.S.C. § 1930, provided that all such fees and expenses (other than the fees referenced in (c) herein), shall be subject to approval by a final order of the Court pursuant to Bankruptcy Code sections 326, 328, 330, 331, or 363. Notwithstanding anything to the contrary set forth herein, no Cash Collateral nor any portion of the Carve-Out may be used to prosecute actions, claims, demands or causes of action against the Administrative Agent or the Lenders, or to object to or contest in any manner, or to raise any defense in any pleading to the validity, perfection, priority, or enforceability of the Administrative Agent's or the Lenders' liens and security interests against the Prepetition Collateral or the Replacement Liens; provided, however, that the Cash Collateral may be used by the Committee and its professionals, to the extent provided in the Budget, to perform due diligence with respect to the validity, perfection priority or enforceability of the Administrative Agent's liens and security interests against the Prepetition Collateral or the Replacement Liens. The Debtors and the Lender intend to seek a Final Order which shall contain a conclusive and binding determination on all parties that except for the Carve-Out, no costs or expenses of administration shall be imposed against the Administrative Agent or the Lenders or the Prepetition Collateral, including, without limitation, the Cash Collateral, under Bankruptcy Code sections 105 or 506(c), or otherwise.

9. Parties in Interest Bound.

- a. The admissions and stipulations contained in Paragraphs C and D of the Findings of Fact and Conclusion of Law shall be binding on the Debtors under all circumstances and shall be binding upon all other parties-in-interest, including, without limitation, any Committee and any Chapter 7 or Chapter 11 trustee that may be appointed or elected on behalf of the Debtors' estates, except to the extent that (i) a party-in-interest has filed an adversary proceeding or contested matter challenging the validity, enforceability or priority of the Prepetition Obligations or the liens on the Prepetition Collateral in respect thereof, or otherwise asserting any claims or causes of action against the Administrative Agent or the Lenders on

behalf of the Debtors' estates, no later than the date that is sixty (60) days from the date of the appointment of a Committee (the "**Challenge Deadline**"), and (ii) the Court rules in favor of the plaintiff in any such timely filed adversary proceeding or contested matter. If any such adversary proceeding or contested matter is timely commenced as of the Challenge Deadline, the admissions contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in this paragraph) except to the extent that such acknowledgments and agreements are expressly challenged in such adversary proceeding or contested matter.

- b. If no such adversary proceeding or contested matter is commenced as of the Challenge Deadline, then (i) the Prepetition Obligations shall constitute allowed secured claims, not subject to subordination (other than as set forth herein with respect to the Carve-Out and the Prior Senior Liens), or avoidance, for all purposes in these Chapter 11 cases and any subsequent Chapter 7 case, (ii) the liens securing the Prepetition Obligations on the Prepetition Collateral shall be deemed legal, valid, binding, duly authorized, perfected, not subject to defense, counterclaim, recharacterization, offset of any kind, or subordination, other than as set forth herein, and otherwise unavoidable, (iii) the Prepetition Obligations, the liens on the Prepetition Collateral, and the Replacement Liens shall not be subject to any other or further challenge by any party-in-interest seeking to exercise the rights of the Debtors' estates, including, without limitation, any successor thereto, and (iv) the Administrative Agent and the Lenders shall be deemed released from any and all rights, claims, causes of action and liabilities arising from or in connection with the Prepetition Obligations, the Prepetition Collateral, the Credit Facility Documents and/or the extension of credit or other financial accommodations thereunder or with respect thereto.

10. Events of Default. Each of the following shall constitute an event of default ("**Event of Default**") with respect to the Debtors' authorization to use Cash Collateral hereunder, unless otherwise waived in writing by the Administrative Agent:

- a. entry of an order converting any of these Chapter 11 cases to a case under Chapter 7 of the Bankruptcy Code;
- b. entry of an order dismissing any of these Chapter 11 cases;
- c. entry of an order appointing or directing the election of a trustee or an examiner with expanded powers for any of the Debtors under Bankruptcy Code sections 1104 or 1106(b);
- d. without the prior written consent of the Administrative Agent, the entry of any order (or other judicial action which has the effect of) amending,



reversing, supplementing, staying the effectiveness of, vacating, or otherwise modifying this Interim Order;

- e. any of the Debtors uses Cash Collateral for any purpose or in a manner other than as permitted in this Interim Order and in the Budget or otherwise fails to comply with any term of this Interim Order;
- f. entry of an order by the Bankruptcy Court authorizing relief from stay by any person (other than the Administrative Agent or the Lenders) on or with respect to all or any portion of the Prepetition Collateral with a value in excess of \$50,000;
- g. the filing by any of the Debtors of any pleading objecting to or seeking to challenge the Administrative Agent's or the Lenders' claims with respect to the Prepetition Obligations or the Administrative Agent's lien upon Cash Collateral or the Prepetition Collateral or otherwise asserting rights, claims or causes of action against the Administrative Agent or the Lenders with respect to the Prepetition Obligations;
- h. the filing by any of the Debtors of any debtor-in-possession financing pleadings or any documents pertaining to a debtor-in-possession financing not acceptable to and supported by the Administrative Agent;
- i. the filing by any of the Debtors of any bid procedure and/or sale documents relating to the sale of the Prepetition Collateral, postpetition collateral subject to the Replacement Lien, and/or Cash Collateral not acceptable to and supported by the Administrative Agent; or
- j. any of the Debtors voluntarily or involuntarily dissolves or is dissolved, liquidates or is liquidated or ceases the operation of any material portion of its business.

11. Termination Notice. Immediately upon the occurrence or existence of an Event of Default, the Administrative Agent shall be authorized to issue a notice (a "**Termination Notice**") thereof which will be filed with the Court with copies to the Debtors, their counsel, counsel to any Committee and the U.S. Trustee, which Termination Notice may be delivered by electronic mail. The court will consider such Termination Notice on an expedited basis.

12. Failure of Adequate Protection. Nothing herein shall constitute a waiver, release or modification of the rights of the Administrative Agent or the Lenders to assert a claim under Bankruptcy Code sections 364(c) and 507(b).

13. Automatic Stay. The automatic stay under Bankruptcy Code section 362(a) shall be, and it hereby is, vacated and modified to the extent necessary to permit (i) the Administrative Agent and the Lenders to receive and apply payments made pursuant to this Interim Order in accordance with the terms and provisions of this Interim Order and the Budget, and (ii) to permit the Administrative Agent to send the Termination Notice (as defined herein) and to exercise any rights and remedies or other action authorized or contemplated by this Interim Order, subject to the terms and conditions contained herein.

14. Deemed Request for Stay Relief. This Interim Order shall be deemed to constitute a request by the Administrative Agent and the Lenders for relief from the automatic stay with respect to the Prepetition Collateral (but solely to the extent provided by this Interim Order), for adequate protection for the use of Cash Collateral as of the Petition Date, and shall suffice for all purposes of Bankruptcy Code section 507(b).

15. CMS Reservation of Rights. Nothing in this Order shall restrain, limit or impact any action by the U.S. Department of Health & Human Services, the Centers for Medicare and Medicaid Services or Medicare Administrative Contractors to implement the Medicare program. Nothing contained herein shall affect, modify or impair any governmental unit's recoupment or setoff rights, claims, or defenses. Nothing contained in this Order should be construed to affect the exclusive jurisdiction of the U.S. Department of Health & Human Services to adjudicate and pay Medicare claims in the ordinary course.

16. No Duty to Monitor Compliance. The Administrative Agent may assume that the Debtors will comply with all terms and conditions of this Interim Order and the Budget and shall not (a) be obligated to ensure or monitor the Debtors' compliance with any financial covenants, formulae or other terms and conditions of this Interim Order or the Credit Facility Documents,

(b) be obligated to pay (directly or indirectly from Cash Collateral or otherwise) any expenses incurred or authorized to be incurred pursuant to this Interim Order or in connection with the operation of the Debtors' businesses, or (c) be obligated to ensure or monitor that Cash Collateral exists to pay such expenses.

17. No Waiver. The failure of the Administrative Agent or the Lenders to seek relief or otherwise exercise their rights and remedies under this Interim Order or the Credit Facility Documents, as applicable, shall not constitute a waiver of any of Administrative Agent's or Lenders' rights hereunder, thereunder or otherwise.

18. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holders or any direct, indirect or incidental beneficiary.

19. Section 552(b). In light of their agreement to subordinate their liens and superpriority claims to the Carve-Out, the Debtors and the Lender intend that the Final Order shall provide that the Administrative Agent and the Lenders shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b), and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the Administrative Agent or the Lenders with respect to products and proceeds of any of the Prepetition Collateral.

20. Effect of Order. This Interim Order shall be effective upon its entry and not subject to any stay (notwithstanding anything to the contrary contained in the Bankruptcy Rules, including Bankruptcy Rule 4001(a)(3)). The provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered (a) confirming any plan of reorganization; (b) dismissing any one of these Chapter 11 cases; (c) converting any one of these Chapter 11 cases to any other chapter under the Bankruptcy Code; (d) withdrawing

of the reference of any one of these Chapter 11 cases from the Court; and (e) providing for abstention from handling or retaining of jurisdiction of any one of these Chapter 11 cases in the Court.

21. Amendments and Waivers. Any amendment, modification, supplement or waiver of any provision in this Interim Order shall be in writing, signed by the Debtors and the Administrative Agent, and approved by the Court on appropriate notice by the Debtors.

22. The Administrative Agent Not in Control of Debtors' Operations. With respect to the Debtors' use of Cash Collateral pursuant to this Interim Order and any subsequent interim or final order, or any actions reasonably related to this Interim Order, the Motion or the Credit Facility Documents, neither the Administrative Agent, nor its respective agents, employees, attorneys or representatives, shall have any liability to any third party (including creditors of the Debtors) and shall not be deemed to be in control of the Debtors' operations or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors.

23. Order Governs. In the event of any inconsistency between the provisions of this Interim Order and the Motion, the provisions of this Interim Order shall govern.

24. CCP Adequate Protection. For purposes of this Interim Order only, subject to that certain Second Amended and Restated Intercreditor Agreement dated April 28, 2017, and subject to the rights and defenses of the Debtors and the Lender, as adequate protection for Debtors' use of CCP Landlords'<sup>3</sup> cash collateral (as such term is defined in 11 USC § 363(a)), (i) Debtors hereby grant to CCP Landlords replacement liens and security interests in those certain assets of

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<sup>3</sup> "CCP Landlords" means, collectively, Sabra Health Care REIT, Inc., Sabra Texas Holdings, L.P., Sabra Texas Holdings II, L.P., CCP Pilgrim Manor 7610 LLC, CCP Spring Lake 7611 LLC, CCP Bradford 7612 LLC, CCP Guest House 7613 LLC, CCP Alpine 7614 LLC, CCP Colonial Oaks 7615 LLC, CCP Shreveport Manor 7616 LLC, CCP Booker T. Washington 7617 LLC, and CCP Finance I LLC.

Debtors described as CCP Landlords' collateral in the pre-petition loan documents and leases existing among CCP Landlords and Debtors to the extent valid, effective and perfected as of the Petition Date; and (ii) Debtors hereby grant to CCP Landlords replacement security interests and liens in any assets of Debtors' estate acquired on or after the Petition Date (including postpetition accounts receivables) in which CCP Landlords would have had a valid, effective and perfected lien or security interest (collectively, the "Adequate Protection Liens").

25. Second Interim Hearing. The Second Interim Hearing on the Motion will be scheduled for December 27, 2018, at 1:00 p.m. CST (the "**Final Hearing**"). The Debtors will provide notice of the Final Hearing by first class mail to (a) counsel for the Administrative Agent, (b) counsel for the Committee, (c) the Office of the United States Trustee, (d) all parties who have filed requests for notice under Bankruptcy Rule 2002, (e) the holders of the forty (40) largest unsecured claims against the Debtors on a consolidated basis, and (g) such other parties as this Court may order. Any party wishing to object to the relief granted herein being granted on a permanent basis shall file such objection with the Court, together with proof of service thereof, and served upon: (a) counsel for the Debtors; (b) counsel for the Administrative Agent; (c) counsel for any Committee; and (d) the Office of the United States Trustee, so as to be received no later than December 19, 2018 at 4:00 p.m. CST (the "**Objection Deadline**"). If no objections are filed and served on or before the Objection Deadline, at the Final Hearing, the Court may enter a final order permitting the use of Cash Collateral by the Debtor.

**###End of Order###**

Ordered submitted by:

**POLSINELLI PC**

/s/      *Trey A. Monsour*

Trey A. Monsour  
State Bar No. 14277200  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
tmonsour@polsinelli.com

-and-

Jeremy R. Johnson (*Pro Hac Vice* Pending)  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
jeremy.johnson@polsinelli.com

*Proposed Counsel to the Debtors and Debtors  
in Possession*

**Exhibit 1**

(Sorted Alphabetically)

#	Debtor Name	Case No.	EIN
1.	Alief SCC LLC	18-33987	0523
2.	Bandera SCC LLC	18-33989	0617
3.	Baytown SCC LLC	18-33992	0778
4.	Beltline SCC LLC	18-33996	7264
5.	Booker SCC LLC	18-33999	0967
6.	Bossier SCC LLC	18-34003	2017
7.	Bradford SCC LLC	18-34004	9535
8.	Brinker SCC LLC	18-34005	7304
9.	Brownwood SCC LLC	18-33968	0677
10.	Capitol SCC LLC	18-34006	1750
11.	CapWest-Texas LLC	18-34008	4897
12.	Cedar Bayou SCC LLC	18-34010	8889
13.	Clear Brook SCC LLC	18-34012	1877
14.	Colonial SCC LLC	18-34014	4385
15.	Community SCC LLC	18-33969	7951
16.	Corpus Christi SCC LLC	18-34016	9807
17.	Crestwood SCC LLC	18-34017	7349
18.	Crowley SCC LLC	18-33970	6697
19.	CTLTC Real Estate, LLC	18-34018	0202
20.	Fairpark SCC LLC	18-34020	7381
21.	Gamble Hospice Care Central LLC	18-34022	6688
22.	Gamble Hospice Care Northeast LLC	18-34025	6661
23.	Gamble Hospice Care Northwest LLC	18-34027	2044
24.	Gamble Hospice Care of Cenla LLC	18-34029	4510
25.	Green Oaks SCC LLC	18-33971	7218
26.	Harbor Lakes SCC LLC	18-33972	7299
27.	Harden HUD Holdco LLC	18-34032	1502
28.	Harden Non-HUD Holdco LLC	18-34035	3391
29.	Harden Pharmacy LLC	18-34036	1995
30.	Hearthstone SCC LLC	18-34037	9154
31.	Hewitt SCC LLC	18-33973	7237
32.	HG SCC LLC	18-34040	7415
33.	Hill Country SCC LLC	18-34043	4199
34.	Holland SCC LLC	18-33974	1427
35.	Hunters Pond SCC LLC	18-34045	2886
36.	Jacksonville SCC LLC	18-34046	4216
37.	La Hacienda SCC LLC	18-34049	1074
38.	Lakepointe SCC LLC	18-34050	7457
39.	Major Timbers LLC	18-34052	7477
40.	Marlandwood East SCC LLC	18-34054	1871

#	Debtor Name	Case No.	EIN
41.	Marlandwood West SCC LLC	18-34058	2192
42.	Meadow Creek SCC LLC	18-34064	9278
43.	Midland SCC LLC	18-34065	4231
44.	Mill Forest Road SCC LLC	18-34066	5137
45.	Mission SCC LLC	18-33975	8086
46.	Mullican SCC LLC	18-34067	7499
47.	Mystic Park SCC LLC	18-34068	1898
48.	Normandie SCC LLC	18-34069	1542
49.	Onion Creek SCC LLC	18-34070	7425
50.	Park Bend SCC LLC	18-34071	9410
51.	Pasadena SCC LLC	18-34072	1694
52.	Pecan Tree SCC LLC	18-34073	4241
53.	Pecan Valley SCC LLC	18-34074	9585
54.	Pleasantmanor SCC LLC	18-34075	7536
55.	PM Management - Allen NC LLC	18-34076	4961
56.	PM Management - Babcock NC LLC	18-34077	7829
57.	PM Management - Cedar Park NC LLC	18-34078	1050
58.	PM Management - Corpus Christi NC II LLC	18-34079	5231
59.	PM Management - Corpus Christi NC III LLC	18-34080	5129
60.	PM Management - Corsicana NC II LLC	18-34081	9281
61.	PM Management - Corsicana NC III LLC	18-34082	9353
62.	PM Management - Corsicana NC LLC	18-34083	1333
63.	PM Management - Denison NC LLC	18-34084	5022
64.	PM Management - El Paso I NC LLC	18-34085	2965
65.	PM Management - Fredericksburg NC LLC	18-34086	0599
66.	PM Management - Frisco NC LLC	18-34087	5082
67.	PM Management - Garland NC LLC	18-33979	5137
68.	PM Management - Golden Triangle NC I LLC	18-33980	9478
69.	PM Management - Golden Triangle NC II LLC	18-33981	9536
70.	PM Management - Golden Triangle NC III LLC	18-33982	9597
71.	PM Management - Golden Triangle NC IV LLC	18-33983	9654
72.	PM Management - Killeen I NC LLC	18-33984	3105
73.	PM Management - Killeen II NC LLC	18-33985	3179
74.	PM Management - Killeen III NC LLC	18-33986	3245
75.	PM Management - Lewisville NC LLC	18-33988	5296
76.	PM Management - New Braunfels NC LLC	18-33990	6293
77.	PM Management - Park Valley NC LLC	18-33991	7186
78.	PM Management - Pflugerville AL LLC	18-33993	4007
79.	PM Management - Portland AL LLC	18-33994	5018
80.	PM Management - Portland NC LLC	18-33995	4928
81.	PM Management - Round Rock AL LLC	18-33997	5304
82.	PM Management - San Antonio NC LLC	18-33998	1216
83.	Presidential SCC LLC	18-34000	1913
84.	Redoak SCC LLC	18-33976	7569



#	Debtor Name	Case No.	EIN
85.	Riverside SCC LLC	18-34001	1889
86.	Round Rock SCC LLC	18-34002	8936
87.	Rowlett SCC LLC	18-34007	7606
88.	Ruston SCC LLC	18-34009	0242
89.	RW SCC LLC	18-34011	7631
90.	Sagebrook SCC LLC	18-34013	9571
91.	San Angelo SCC LLC	18-34015	4254
92.	SCC Edinburg LLC	18-34019	1195
93.	SCC Hospice Holdco LLC	18-34021	3166
94.	SCC Senior Care Investments LLC	18-34023	4123
95.	SCC Socorro LLC	18-34024	5459
96.	Senior Care Center Management II LLC	18-34026	1280
97.	Senior Care Center Management LLC	18-34028	7811
98.	Senior Care Centers Home Health, LLC	18-34030	1931
99.	Senior Care Centers LLC	18-33967	8550
100.	Senior Rehab Solutions LLC	18-34031	4829
101.	Senior Rehab Solutions North Louisiana LLC	18-34033	1690
102.	Shreveport SCC LLC	18-34034	1659
103.	Solutions 2 Wellness LLC	18-34038	4065
104.	South Oaks SCC LLC	18-34039	8002
105.	Springlake ALF SCC LLC	18-34041	2436
106.	Springlake SCC LLC	18-34042	9102
107.	Stallings Court SCC LLC	18-33977	7393
108.	Stonebridge SCC LLC	18-34044	9234
109.	Stonegate SCC LLC	18-33978	3005
110.	Summer Regency SCC LLC	18-34047	7782
111.	TRISUN Healthcare LLC	18-34048	2497
112.	Valley Grande SCC LLC	18-34051	1341
113.	Vintage SCC LLC	18-34053	7710
114.	West Oaks SCC LLC	18-34055	9535
115.	Western Hills SCC LLC	18-34056	1922
116.	Weston Inn SCC LLC	18-34057	7871
117.	Westover Hills SCC LLC	18-34059	3303
118.	Whitesboro SCC LLC	18-34060	7745
119.	Windcrest SCC LLC	18-34061	9541
120.	Windmill SCC LLC	18-34062	8067
121.	Wurzbach SCC LLC	18-34063	9920

**Exhibit 2**

Budget

# **Senior Care Centers** Rolling 13 week cash flow (204477)

As of:	12/15/2018													13-Week Total
	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Week	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Week Ending Friday	30-Nov	7-Dec	14-Dec	21-Dec	28-Dec	4-Jan	11-Jan	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	1-Mar
HUD Account - Beginning Ledger Balance 12/3	8,865,154													
Non-HUD Account - Beginning Ledger Balance 12/3	5,892,973													
Beginning Bank Balance	14,758,127													
Bank to Book Balance Adjustment	9,355,171													
x Beginning Bank Balance	4,853,274	14,758,127	5,411,630	11,500,412	15,436,666	10,829,197	14,981,013	7,375,065	12,995,701	10,068,568	14,808,065	5,737,502	10,061,744	4,218,471
														14,758,127
x Operating Cash Receipts														
Medicare	1,749,969	539,974	473,923	3,018,400	11,017,160	534,464	469,088	680,175	13,254,274	534,464	464,252	673,163	13,117,632	1,355,603
Medicaid	5,535,744	4,900,000	7,732,400	5,056,800	5,056,800	4,850,000	7,643,000	5,005,200	5,005,200	4,850,000	4,800,000	7,564,800	4,953,600	4,953,600
Private & Insurance	4,161,450	7,158,708	7,542,522	4,419,344	3,691,571	7,002,434	5,394,364	5,266,712	3,584,829	7,475,115	6,683,185	4,087,330	3,986,889	4,718,685
Ancillary - SRS	714,429	490,000	294,000	588,000	490,000	485,000	485,000	485,000	485,000	485,000	485,000	480,000	480,000	288,000
Ancillary - HRS														
Other Receipts	190,827													
Total Operating Cash Receipts	12,352,439	13,088,682	16,032,846	13,082,544	20,255,531	12,871,898	13,992,052	11,437,087	22,329,303	13,344,579	12,427,437	12,805,292	22,538,121	11,315,888
x Operating Cash Disbursements														
Facility Rent														
Payroll & Taxes	17,221	17,000,000	30,000	30,000	17,000,000	30,000	17,000,000	30,000	17,000,000	30,000	17,000,000	30,000	17,000,000	30,000
HBT Insurance Trust Funding	700,000	500,000	700,000	700,000	500,000	500,000	500,000	500,000	700,000	500,000	500,000	500,000	700,000	500,000
401K Funding	121,653	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Pharmacy (Omnicare)	2,100,000													
HSG	3,947,875	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000
Accounts Payable	2,550,638	1,478,000	2,872,451	2,963,000	2,953,000	2,838,000	2,373,000	3,686,451	2,213,000	2,723,000	2,273,000	4,910,451	3,713,000	3,723,000
Corporate Office Lease														
Post Petition COD AP Payments														
Total Disbursements	9,437,388	21,541,323	9,944,064	9,146,290	24,778,000	8,262,082	21,598,000	5,816,451	24,338,000	8,147,082	21,498,000	7,040,451	25,638,000	9,147,082
x Net Operating Cash Flow	2,915,051	(8,452,640)	6,088,782	3,936,254	(4,522,469)	4,609,816	(7,605,948)	5,620,636	(1,908,697)	5,197,497	(9,070,563)	5,764,842	(3,095,879)	2,168,806
x Non-Operating Cash (Receipts) Disbursements														
Changes in Borrowing Base														
DIP Facility														
Bank Fees														
Interest Payments														
Capital Infusions														
Other Non-Operating Disbursements														
Total Non-Operating Cash Disbursements														
x Bankruptcy Disbursements														
US Trustee/Filing Fees														
Ordinary Course Professionals														
Utility Deposit														
Insurance														
Taxes														
Total Bankruptcy Disbursements														
x Professional Fees														
Total Professional Fees														
x Net Cash Flow	549,681	(9,346,497)	6,088,782	3,936,254	(4,607,469)	4,151,816	(7,605,948)	5,620,636	(2,927,133)	4,739,497	(9,070,563)	4,324,242	(5,843,273)	1,710,806
x Ending Bank Balance	5,402,956	5,411,630	11,500,412	15,436,666	10,829,197	14,981,013	7,375,065	12,995,701	10,068,568	14,808,065	5,737,502	10,061,744	4,218,471	5,929,277